

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

<p>John M. Hudson, Plaintiff, vs. The Brachfeld Law Group, P.C., <i>a foreign professional corporation</i>, and LNVN Funding, LLC, <i>a foreign limited liability company</i>, Defendants.</p>	<p>Civil File No: _____</p> <p><u>COMPLAINT</u></p> <p><u>JURY TRIAL DEMANDED</u></p>
--	---

INTRODUCTION

1. This action arises out of the Defendants' violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA").

JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 28 U.S.C. § 1331, and under 15 U.S.C. § 1692k(d).
3. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendants transact business here.

PARTIES

4. Plaintiff John M. Hudson ("Hudson" or "Plaintiff") is a natural person residing in the County of Dakota, State of Minnesota, and is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

5. Defendant The Brachfeld Law Group, P.C. (“BLG” or “Defendant”) is a foreign professional corporation that operates as a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) from an address of 880 Apollo Street, Suite 155, El Segundo, California 90245.
6. Defendant LVNV Funding, LLC (“LVNV” or “Defendant”) is a foreign limited liability company that operates as a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) from an address of 15 S. Main Street, Suite 600, Greenville, South Carolina 29601.
7. Based upon information and belief, LVNV is the master, principal, employer and/or joint venturer of BLG, and is thus, vicariously liable for the acts and omissions of BLG.

FACTUAL ALLEGATIONS

8. Plaintiff allegedly incurred a financial obligation with Washington Mutual Bank, N.A., which is a creditor as that term is defined by 15 U.S.C. § 1692a(4).
9. The alleged financial obligation with Washington Mutual Bank, N.A. was primarily for personal, family or household purposes, which is an alleged “debt” as that term is defined by 15 U.S.C. § 1692a(5), namely a consumer debt.
10. The Washington Mutual Bank, N.A. debt was sent, cosigned or otherwise transferred to Defendants for collection from Plaintiff sometime before February 2013.

11. On or about February 13, 2013, a debt collector, who was employed by BLG at all times relevant herein, communicated with Plaintiff in an attempt to collect a debt and in connection with the collection of a debt.
12. Specifically, the debt collector left the following telephonic communication with Plaintiff on or about February 13, 2013:

Yes. Hello. John Hudson. Jonathan Cocaro – probably get in contact with me please sir. The number is 866-834-6218. The extension directly to my office is 6048. Again, the number is 866-834-6218. The extension directly to my office is 6048.

End of call.

13. BLG violated 15 U.S.C. § 1692d(6) because its debt collector failed to provide the name of the company or state the purpose of the telephonic communication when the debt collector communicated with Plaintiff on or about February 13, 2013.
14. BLG violated 15 U.S.C. § 1692e(11) because its debt collector failed to disclose that he was a debt collector when he communicated with Plaintiff on or about February 13, 2013.
15. Defendants' conduct caused Plaintiff actual damages under the in the form of emotional distress, fear, humiliation and anxiety from being harassed by Defendants.
16. Plaintiff has incurred actual damages under the FDCPA in the form of out-of-pocket expenses as a result of Defendants' acts and omissions.

TRIAL BY JURY

17. Plaintiff is entitled to and hereby demands a trial by jury. US Const. Amend. 7. Fed. R. Civ. Pro. 38.

CAUSES OF ACTION

COUNT I.

**VIOLATIONS OF THE
FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692 ET SEQ.**

18. Plaintiff incorporates by reference each and every above stated allegation as though fully stated herein.
19. The foregoing acts of the Defendants constitute distinct violations of the FDCPA against the Plaintiff herein, including but not limited to each and every one of the above cited provisions of the FDCPA, 15 U.S.C § 1692 et. seq.
20. As a result of said violations, Plaintiff has suffered actual damages in the form of humiliation, anger, anxiety, emotional distress, fear, frustration, and embarrassment, amongst other negative emotions, and therefore Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1) of the FDCPA.
21. As a result of said violations, Plaintiff has incurred out-of-pocket expenses, and therefore Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1) of the FDCPA.
22. As a result of said violations, Plaintiff is entitled to statutory damages of \$1,000.00 from Defendants, and for Plaintiff's attorney fees and costs pursuant to 15 U.S.C. § 1692k(a)(2)(A) and 15 U.S.C. § 1692k(a)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter the following judgment, in Plaintiff's favor:

COUNT I: FDCPA VIOLATIONS

- For declaratory and injunctive relief;
- For an award of statutory damages of \$1,000.00 for the Plaintiff herein, for violations of the FDCPA pursuant to 15 U.S.C. § 1692k(a)(2)(A), against Defendants;
- For an award of costs and reasonable attorneys' fees under the FDCPA pursuant to 15 U.S.C. § 1692k(a)(3), against Defendants, for Plaintiff herein;
- For an award of actual damages, costs and reasonable attorney fees pursuant to 15 U.S.C. §1692k(a)(1) against Defendants herein in an amount to be determined at trial; and
- For such other and further relief as may be just and proper.

Dated: February 22, 2013.

MARSO AND MICHELSON, P.A.

By: s/Patrick L. Hayes
Patrick L. Hayes (0389869)
Attorneys for Plaintiff
3101 Irving Avenue South
Minneapolis, Minnesota 55408
Telephone: 612-821-4817
phayes@marsomichelson.com